

1 THE LAW OFFICES OF PATRICK
2 DRISCOLL, LLC
3 PATRICK R. DRISCOLL, JR., ESQ.
4 Nevada Bar No. 010877
5 3333 E. Serene, Suite 150
6 Henderson, NV 89074
7 Telephone: (702) 388-8300
8 Facsimile: (702) 664-6358
9 Email: pdriscoll@patrickdriscolllaw.com
10 Counsel for Creditor

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**UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEVADA**

In re:	CASE NO. 11-10976-mkn
ASHOK EM SUDHAKAR	Chapter: 7
Debtor	
DIXIE SUDHAKAR,	
Plaintiff,	
v.	
ASHOK EM SUDHAKAR, an	
individual,	
Defendant.	

COMPLAINT OBJECTING TO DISCHARGE PURSUANT TO 11 U.S.C. § 523
(a)(4)/(5)

Plaintiff, Dixie Sudhakar (“Ms. Sudhakar” or “Plaintiff”), by and through her attorney, Patrick R. Driscoll, Jr., Esq., of the Law Offices Of Patrick Driscoll, LLC, alleges as follows for her Complaint Objecting to Discharge.

Parties, Jurisdiction, and Venue

1. Plaintiff is and at all times relevant hereto an individual residing in the State of California.
2. Defendant, Ashok Em Sudhakar (“Mr. Sudhakar”, “Debtor”, or “Defendant”) is an individual residing in Clark County, Nevada, and is a Chapter 7 debtor in the above captioned Bankruptcy Case.
3. This Court has subject-matter jurisdiction over this adversary proceeding pursuant to 28 U.S.C. § 1334(b).
4. Venue is proper before this Court pursuant to 28 U.S.C. § 1409 as this is a proceeding arising under Title 11, United States Code, or arising in or related to the Defendant’s aforementioned Chapter 7 bankruptcy case, which is a case filed in this District.
5. This matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A) and (J).
6. If this matter is determined not to be a core proceeding, Plaintiff consents to entry of a final judgment by this Court in this proceeding.

GENERAL ALLEGATIONS

7. Defendant entered into a Marital Settlement Agreement (the “Agreement”) in order to settle amounts due and owing as maintenance and support owing to the Plaintiff. A copy of the Agreement is attached hereto as **Exhibit “1”**.
8. Under the Agreement, Plaintiff was to receive \$4,250,000.00, a portion of which was to be as and for maintenance and support.

1 9. Defendant failed to provide all amounts due and owing for support to Plaintiff,
2 nor has Defendant provided for such amounts in his bankruptcy petition and
3 schedules.

4 10. Defendant has inappropriately filed for protection under the Bankruptcy Code in
5 order to avoid having to pay his obligation for support and maintenance to the
6 Plaintiff.
7

8 **FIRST CAUSE OF ACTION**
9 **(Breach of Contract)**

10 11. Plaintiff repeats and realleges each and every allegation contained in paragraphs 1
11 through 10 of this Complaint, as though fully set forth herein.

12 12. On or about August 25, 2006, Plaintiff and Defendant entered into the Agreement.

13 13. Pursuant to the terms of the Agreement, Defendant was to pay Plaintiff a sum no
14 less than \$4,250,000.00, in part as and for maintenance and support.

15 14. Defendant failed to pay the Plaintiff under the terms of the Agreement.

16 15. Plaintiff has been damages as a result of Defendants breach of the terms of the
17 Agreement.
18

19 16. Defendant's breach on the Agreement has required Plaintiff to retain the services
20 of an attorney to prosecute the collection of the amount due and owing, and is
21 therefore entitled to an award of reasonable attorneys' fees and costs.

22 **SECOND CAUSE OF ACTION**
23 **(Unjust Enrichment)**

24 17. Plaintiff repeats and realleges each and every allegation contained in paragraphs 1
25 through 16 of this Complaint, as though fully set forth herein.
26

1 18. Pursuant to the terms of the Agreement Defendant should have remitted payment
2 to the Plaintiff.

3 19. Defendant has retained the funds that should have been remitted to the plaintiff
4 and thereby becoming unjustly enriched thereby.

5 20. Defendant's actions has required Plaintiff to retain the services of an attorney to
6 prosecute the collection of the amount due and owing, and is therefore entitled to
7 an award of reasonable attorneys' fees and costs.
8

9 **THIRD CAUSE OF ACTION**
10 **(Fraud/Misrepresentation)**

11 21. Plaintiff repeats and realleges each and every allegation contained in paragraphs 1
12 through 20 of this Complaint, as though fully set forth herein.

13 22. Defendant made several false and misleading representations to Plaintiff in order
14 to induce her to enter into the Agreement, including but not limited to
15 Defendant's intent to abide by the terms of the agreement.
16

17 23. Plaintiff justifiably relied on these false representations.

18 24. As a direct and proximate result of Plaintiff's reliance, Plaintiff has been
19 economically damages.

20 25. Defendant's actions has required Plaintiff to retain the services of an attorney to
21 prosecute the collection of the amount due and owing, and is therefore entitled to
22 an award of reasonable attorneys' fees and costs.
23

24 **FOURTH CAUSE OF ACTION**
25 **(11 U.S.C. § 523(a)(4)/(5) Fraud and Domestic Support Obligation)**

26 26. Plaintiff repeats and realleges each and every allegation contained in paragraphs
27 1 through 25 of this Complaint, as though fully set forth herein.
28

1 27. Pursuant to 11 U.S.C. § 523(a)(4) a discharge of debt is objectionable if there is
2 fraud or defalcation while acting in a fiduciary capacity, embezzlement, or
3 larceny by the debtor to another entity.

4 28. Pursuant to 11 U.S.C. § 523(a)(4) a discharge of debt is objectionable if there was
5 made for the purpose of a domestic support obligation.
6

7 29. Upon information and belief, the actions made by the Defendant, constitute fraud
8 or defalcation while acting in a fiduciary capacity, embezzlement, or larceny by
9 the debtor.

10 30. Upon information and belief, the obligation under the Agreement, at least in part,
11 is and was for a domestic support obligation.
12

13 31. As a result of debtors action, Plaintiff has suffered economic injury and sustained
14 damages.

15 32. Defendant's actions has required Plaintiff to retain the services of an attorney to
16 prosecute the collection of the amount due and owing, and is therefore entitled to
17 an award of reasonable attorneys' fees and costs.

18 **PRAYER FOR RELIEF**

19 WHEREFORE, Plaintiff prays for the following relief:
20

- 21 1. On the first cause of action, a judgment against the Defendant in an amount in
22 excess of \$10,000.00, the final amount to be determined at a later date.
23 2. On the second cause of action, a judgment against the Defendant in an amount in
24 excess of \$10,000.00, the final amount to be determined at a later date.
25 3. On the third cause of action, a judgment against the Defendant in an amount in
26 excess of \$10,000.00, the final amount to be determined at a later date.
27

- 1 4. On the fourth cause of action, that the Debtor be denied his discharge pursuant to
- 2 11 U.S.C. § 523(a)(4)/(5).
- 3 5. That Plaintiff recover her attorneys' fees and cost associated incurred with brining
- 4 this suit
- 5 6. That the Court award such other relief as it deems just and equitable under the
- 6 circumstances.
- 7

8 DATED this 25th day of April, 2011.

9 THE LAW OFFICES OF PATRICK
10 DRISCOLL, LLC

11 */s/ Patrick Driscoll*

12 _____
13 Patrick R. Driscoll, Jr., Esq.
14 3333 E. Serene, Suite 150
15 Henderson, NV 89074
16 Las Vegas, NV 89104
17 Attorney for Creditor
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